



# INSERTION ORDER

## Avazu Main Contact:

<b>Name:</b>	Salil Mahajan	<b>Skype:</b>	Hungama.salilmahajan
<b>Email:</b>	Salil@avazu.net	<b>QQ:</b>	

## Avazu Finance Contact:

<b>Name:</b>	Grace Huang	<b>Email:</b>	finance@avazu.net
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## Avazu Bank Detail

<b>Beneficiary name:</b>	Avazu Inc.	<b>Account:</b>	808664122838
<b>Bank:</b>	HSBC	<b>Swift/BIC:</b>	HSBCHKHHHKH
<b>Bank Address:</b>	HSBC Main Building No. 1 Queen's Road Central Hong Kong		

## Customer Details

<b>Company Name:</b>	cairobestever	<b>Currency:</b>	usd
<b>Address:</b>	helmya	<b>City:</b>	cairo
<b>Zip Code:</b>	11718	<b>Fax:</b>	non

## Customer Main Contact:

<b>Name:</b>	cairobestever	<b>Phone:</b>	01140935197
<b>Email:</b>	cairobestever@gmail.com	<b>Cell:</b>	non

## Customer Finance Contact:

<b>Name:</b>	cairobestever	<b>Phone:</b>	
<b>Email:</b>	cairobestever@gmail.com	<b>Cell:</b>	

## Customer Technical Contact:

<b>Name:</b>	cairobestever	<b>Phone:</b>	
<b>Email:</b>	cairobestever@gmail.com	<b>Cell:</b>	

Payment Detail		Comment
<b>Prepayment</b>		Credit Check paypal
<b>Payment Term</b>	Net+30	Bank wire only except otherwise agreed by Avazu in advance
<b>Billing Schedule</b>	monthly	
<b>Tracking Methods</b>	S2S	

<b>Effective Date</b>	Upon signing	
<b>Change Management</b>	48 hours (working days) for Pause or Price Change	
<b>Other Info.</b>		

Campaign DESCRIPTION	Campaign TYPE	Target Territory	Pricing Model	UNIT PRICE (USD)	Budget Cap
					<b>TOTAL:</b>
<b>Campaign Launch Date</b>	TBA				
<b>Campaign End Date</b>	TBA				
<b>Change Management</b>	48 hours (working day) for pause or price change				
<b>Others</b>	Terms of this Insertion Order are subject to the terms of the Framework Agreement entered into between Avazu and Customer. In case of conflict between terms contained in the Framework Agreement and terms contained in this Insertion Order, the latter shall prevail.				



## Framework Agreement

This Framework Agreement ("Agreement") is made and entered into on [ ] (the "Effective Date") at

Macau by and between:

[Company Name], at [address] ("Customer")

And

Avazu Inc., at Britannia House, 22, 2<sup>nd</sup> Floor, Cator Road Bandar Seri Begawan BS 8811, Brunei Darussalam ("Avazu")

**NOW THEREFORE**, by signing this Agreement, both parties agree to be bound by the following terms and conditions.

### 1 Definition

- 1.1 "Action" means a specific end user's activity or a combination of activities specified in the Insertion Order.
- 1.2 "Advertising Materials" is defined as any graphic file and/or any and all accompanying printed, hand written or electronically transferred information to be displayed for advertising purposes.
- 1.3 "Ad Tag" means a script code, including URL link, that is required to be implemented by Avazu and its affiliates or Partners in order to track the Action.
- 1.4 "Affiliate" means a corporation that is related to another corporation by one owning shares of the other, by common ownership, or by other means of control.
- 1.5 "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to advertisements, research, business plans, marketing plans, contract terms, budgets, product plans, products, services, Customers, vendors, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, and marketing or finances of either party whether communicated in writing, orally, or through electronic means. Confidential information does not include information which was already in the possession of the recipient, information that is in the public domain, or information which recipient becomes aware of through an unrelated third party.
- 1.6 "CPA" means "Cost-per-Action", it is a pricing model, whereby Customer pays for each specified Action. CPA includes but not limited to Cost-per-Click ("CPC"), Cost-per-Lead ("CPL"), and Cost-per-Install ("CPI").
- 1.7 "CPM" means a pricing model, whereby Customer pays for each thousand (1000) impressions of Advertising Materials.
- 1.8 "KPI" means any instructions, key performance indicator with regard to an advertising campaign.

### 2 Programs

Customer authorizes Avazu and its affiliates to place Customer's advertising materials, feed data, and technology (collectively, "Ads" or "Creative") on any content or property (each a "Property") provided by Avazu or its affiliates on behalf of Avazu or, as applicable, a third party ("Partner"). Customer acknowledges and agrees that the manner and means by which Avazu chooses to render the Services are in Avazu's sole discretion and control. Customer is solely responsible for all: (i) Ads, (ii) Ads trafficking or targeting decisions (e.g., keywords) ("Targets"), (iii) destinations to which Ads direct viewers (e.g., landing

pages, mobile applications) along with the related URLs, waypoints, and redirects (“Destinations”), and (iv) services and products advertised on Destinations (collectively, “Services”). The Program is an advertising platform on which Customer authorizes Avazu and its affiliates to use automated tools to format Ads. Avazu and its affiliates may also make available to Customer certain optional Program features to assist Customer with the selection or generation of Targets, Ads, or Destinations. Customer is not required to authorize use of these optional features and, as applicable, may opt-in to or opt-out of usage of these features. However, if Customer uses these features, then Customer will be solely responsible for the Targets, Ads, and Destinations. Avazu and its affiliates or Partners may reject or remove a specific Target, Ad, or Destination at any time for any or no reason. Avazu and its affiliates may modify or cancel Programs at any time. Customer acknowledges that Avazu is the primary obligor in the Programs; and that Avazu or its affiliates may participate in Program in support of its own services and products.

3 Insertion Order

New advertising Campaign and related terms, including without limitation, unit price, campaign type, pricing model, budget cap of each advertising campaign may be outlined on a separate Insertion Order, contained on an online interface accessibly by both parties or on a written notice sent by one party to another party at the email address as set forth in the “Notice” section below and accept in writing by both parties (collectively referred to as Insertion Order or “IO”). In the event of any conflict of terms between the terms written on any Insertion Order and this Agreement, the terms of the concerned Insertion Order shall prevail. All campaign restrictions or KPIs must be clearly stated in the respective campaign IO or in campaigns administration panel or by email by the start of the promotional activities and also confirmed and accepted by Avazu. Avazu will not accept any deductions on the invoiced amounts if Customer fails to provide the information about campaign KPIs or restrictions prior to campaign start. Any change of restrictions or KPIs also need to be confirmed and accepted by Avazu with prior written notice.

4 Term of This Agreement

This Agreement shall commence on the Effective Date first written above and continue unless terminated as set forth below.

5 Participation

Customer shall be responsible for preparing Advertising Materials, Advertising Tag and the related landing page to be used in each campaign. Customer acknowledges that, currently, Avazu does not routinely verify Advertising Materials provided by Customer. However, Avazu reserves the right, in its sole discretion, to conduct such verifications.

Customer shall notify Avazu in writing of any changes made to such Advertising Materials, Advertising Tag and the related landing page at least 48 hours before the changes become effective. If Avazu determine (in Avazu’s sole discretion) that the Advertising Materials, Advertising Tag and the related landing page provided by Customer is inaccurate or that any of the products or service promoted by Customer through the Network violates any applicable laws, rules, regulations or any of Avazu or its affiliates’ or Partner’s policies, Avazu may suspend Customer’s campaign with or without prior notice to Customer. The Customer shall remain fully and the solely liable for relations with its clients, sale conditions, orders, deliveries and payment.

6 Fees

In consideration of the service provided to Customer by Avazu pursuant to this Agreement, Customer shall pay to Avazu a **non-refundable, non-recoupable** advertising fee. The advertising fee is charged based on the Pricing Model and the corresponding Unit Price as set forth in the Insertion Order or as otherwise agreed in writing by both parties. Unit Prices specified on the Insertion Order do not include any tax.

7 Tracking Method

Except as otherwise set forth in an IO, the Customer’s Tracking Tag will be placed as needed in order to track the actions produced by Avazu, its affiliates or the Partner. In the event of a failure in the Tracking Tag or in Customer’s tracking software that results in an inability to provide accurate statistics for any period of time during a campaign (“**Down Time**”), the parties agree that the Down Time will be charged at

an hourly rate equal to the greater of the average actual conversion rate during the prior three (3) day period or Avazu's statistics.

8 Discrepancy Management

Customer acknowledges and agrees that statistics recorded by Avazu are the definitive and binding measurements for calculation of the fees under this Agreement if there is discrepancy unless Customer can provide sufficient evidence in detail that proof otherwise. Avazu will provide Customer with access to its daily reporting system on an ongoing basis ("**Account**"), content of which shall include without limitation, the number of installation, conversion rate and actualized advertising fee.

9 Payment

9.1 After the prepayment is consumed by Customer, amounts due will be paid by Customer on a monthly basis, in arrears.

9.2 Customer will pay all charges incurred in connection with a Program, using a payment method approved by Avazu for that Customer (as modified from time to time), within a commercially reasonable time period specified by Avazu (e.g., in the Program user interface or IO). Late payments bear interest at the rate of 3% per day (or the highest rate permitted by law, if less). Charges are exclusive of taxes. Customer will pay (i) all taxes and other government charges, bank fees and (ii) reasonable expenses and legal fees Avazu incurs in collecting late payments that are not disputed in good faith. Charges are based on the billing criteria under the applicable Program (e.g., based on clicks, impressions, or conversions). Any portion of a charge not disputed in good faith must be paid in full. No party may offset any payment due under these Terms against any other payment to be made under these Terms. Avazu may, in its sole discretion, extend, revise or revoke credit at any time. Avazu is not obligated to deliver any Ads in excess of any credit limit. Customer understands that third parties may generate impressions or clicks on Customer's Ads for prohibited or improper purposes and if that happens, Customer's sole remedy is to make a claim against that party.

9.3 Upon termination or expiration of this Agreement, Customer's payment obligations shall be accelerated and immediately become due and payable to Avazu within seven (7) days after receiving the invoice from Avazu.

9.4 In the event of any failure by Customer to make timely payment, Customer will be responsible for all reasonable expenses (including but not limited to reasonable attorneys' fees) incurred by Avazu in collecting such amounts.

9.5 Customer shall notify Avazu if its traffic is being redirected to the offer with lower payout as soon as possible by writing an e-mail to the relevant contact person of Avazu. If Avazu is not notified in 2 hours after the change, Avazu will consider the payout with no change and will bill Customer on the original price.

10 Non-compliance Reporting

In the event, Customer suspect any portion of the Actions is generated in violation of any terms of an IO or this Agreement, Customer must report the non-compliance Actions to Avazu with sufficient detailed proof (including but not limited to screenshots of non-compliance campaign, IP, device information, the reason for the claims, name of the campaign in question, traffic source ID, the number of installations in violation and the total aggregated advertising fee under dispute and other proof required by Avazu or its affiliates) no later than 7 days after the occurrence of the non-compliance (means traffic or actions recorded and tracked by Avazu). Otherwise, all the commission paid to Avazu are non-refundable, and Customer has no right to withhold the payment or charge back to Avazu's account.



11 Representations and Warranties

Customer represents and warrants to Avazu that:

- 11.1 it holds the necessary rights to permit the use of the Advertising Materials;
- 11.2 All Advertising Materials comply with laws, regulations, industry standards in the applicable territory and any written requirements mandated by Avazu and/or Partner;
- 11.3 Advertising Materials do not contain any item that is misleading, inaccurate, obscene, pornographic, shows nudity, offensive to the average reasonable person, threatening, abusive, libelous, defamatory, discriminatory, promotes racism, hatred, makes fraudulent or unfair competitive claims, promotes harmful, unlawful, seditious, terrorist or other criminal activity, could give rise to civil liability ;
- 11.4 Advertising Materials do not contain or promote products or services that contain malware of any kind, including without limitation viruses, worms, Trojans, spyware, or adware, nor materials that is offensive or which violates any provision of applicable law and regulations in the applicable territory;
- 11.5 Advertising Materials comply with standards of decency and good taste;
- 11.6 none of the Advertising Materials will infringe on any third party's copyright, patent, trademark, trade secret, right of privacy or other proprietary rights or intellectual property rights.

12 Termination

Either party may terminate this Agreement or any Insertion Orders supplied under this Agreement upon providing written notice two business days prior to such termination. Either party may change the terms of an Insertion Order supplied under this Agreement upon providing written notice two business days prior to such change. Written notice mentioned above must be provided in accordance with the "Notice" section as set forth below. If either party breaches this Agreement, violates any applicable regulation, law or government mandate, or infringes on any rights of third parties, the other party may terminate this Agreement and any Insertion Orders supplied under this Agreement immediately upon written notice. The right of immediate termination is without prejudice to such other equitable and legal rights the non-breaching party may have for such breach.

13 Indemnity

- 13.1 Subject to the Limitation of Liability contained herein, each Party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party (the "Indemnified Party") against any and all expenses and losses of any kind (including reasonable legal fees and costs) incurred by the Indemnified Party (including but not limited to its affiliates, successors, directors, officers, employees, agents) in connection with all claims arising out of or on account of the Indemnifying Party's breach of any representation, warranty, covenant or obligation contained in this Agreement or any IOs.
- 13.2 The foregoing obligations of Indemnifying Party are conditioned on the indemnified party: (i) provision of prompt notice to the Indemnifying Party of any such claim (provided that the failure to provide prompt notice shall only relieve Indemnifying Party of its obligation to the extent it is materially prejudiced by such failure and can demonstrate such prejudice); (ii) cooperating with the indemnifying party, at the indemnifying party's expense, in the defense of such claim; and (iii) giving the indemnifying party the right to control the defense and settlement of any such claim, except that the indemnifying party shall not enter into any settlement that affects the indemnified party's rights or interest without the indemnified party's prior written approval. The indemnified party will have the right to participate in the defense at its expense.

- 13.3 Notwithstanding the forgoing, the Indemnified Party has a duty to mitigate any damages and/or expenses that would otherwise be recoverable from the Indemnifying Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages. The foregoing limitations of liability are independent of any remedies hereunder and apply regardless of whether any remedy falls of its essential purpose.

14 Confidentiality

- 14.1 Both parties acknowledge that in the course of dealing with each other they will be exposed to "Confidential Information," as defined above, of the other party, its Customers, providers, and vendors, and that maintaining the confidentiality of that information, both during and after the termination of this Agreement, is a critical part of their relationship. Both parties acknowledge that any use of that information, except to promote the best interests of the other party and its Customers, providers and vendors, or the unauthorized disclosure of Confidential Information to third parties, would cause serious harm and would be a breach of this Agreement. Both parties specifically agree to keep confidential the terms of this Agreement, payment amounts, payment terms and all other aspects of their relationship. The parties agree to safeguard and protect the confidentiality of each other's Confidential Information and to follow appropriate procedures when sharing any information with outside accounting firms, legal counsel, tax services, or other necessary persons for the daily operation of their respective businesses. The parties agree to give prior notification before releasing any Confidential Information of the other, to any government or law enforcement agency that requests such information or in response to any subpoena's or other legal process.
- 14.2 Both parties acknowledge and agree that any breach of this confidentiality provision would cause irreparable harm to the other and both parties agree that the non-breaching party may seek an immediate injunction against any actual or threatened breach of this provision without the necessity of posting a bond.
- 14.3 Upon termination of this relationship both parties agree to immediately return or destroy all Confidential Information of the other that is in their possession. This obligation to maintain confidentiality will survive the termination of this Agreement for a period of three (3) years.

15 Disclaimer of Warranty

To the extent permitted by applicable law, Avazu DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, OF NONINFRINGEMENT, OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE, WITH REGARDS TO THE CUSTOMER'S USE OF THE NETWORK OR ANY AGREEMENT ENTERED INTO WITH CUSTOMER.

16 Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR (a) LOSS OF ANTICIPATED PROFITS, BUSINESS, REVENUE, GOODWILL OR OTHER LOSSES INCURRED IN CONNECTION WITH THIS AGREEMENT, SUCH CLAIMS BEING EXPRESSLY WAIVED; (b) FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING FROM THIS AGREEMENT; OR (c) FAILURE IN PERFORMANCE OF THIS AGREEMENT DUE TO CAUSES BEYOND ITS CONTROL INCLUDING, BUT NOT LIMITED TO, WORK STOPPAGES, FIRES, CIVIL DISOBEDIENCE, RIOTS, REBELLIONS, ACTS OF GOD, LAWS, REGULATIONS, ACTS OF THE GOVERNMENT, ACTS OF OTHER THIRD PARTIES, AND SIMILAR OCCURRENCES. In the event Avazu is found liable for any act or inaction pursuant to this Agreement or the dealings between the parties, the sole liability of Avazu shall be limited to: (a) deliver the campaign at a later time or (b) extension of the campaign duration; or (c) credit equal to the value of the Actions in violation.

17 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the People's Republic of China without regard to conflicts of law provisions. Any dispute arising out of this Agreement or the interpretation thereof, shall be discussed by the parties in the first instance, and if possible resolved by negotiation. In the event that the matter cannot be so resolved, it shall be submitted to and determined by arbitration, by a single arbitrator, in accordance with the rules of the China International Economic and Trade Arbitration Commission

("CIETAC") then in effect. The seat and place of arbitration shall be Shanghai and the English language shall be used throughout the arbitral proceedings. The arbitral award is final and binding upon both parties.

18 The Entire Agreement and Amendment

This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. The terms contained herein are intended to supersede and will supersede any other agreements entered into between the parties prior to the date written above concerning the same subject matter. This Section will not apply to terms written in an Insertion Order which is signed by both parties. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. This Agreement shall supersede any online agreement entered into between the parties and the terms of such online agreement shall not apply.

19 No Assignment

Neither party may assign this Agreement or any rights hereunder without the express written consent of the other party, unless such assignment occurs by operation of law or to under a sale, merger or acquisition of all or substantially all of the stock or assets of the assigning party; any attempted assignment in violation of this provision will be null and void. This Agreement is binding on the parties respective successors and permitted assigns.

20 Notices

Except as otherwise expressly provided in this Agreement, all notices sent by either Party to the other Party pursuant to or in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently given and received for the purposes of this Agreement if: (1) sent to Avazu, then sent to both of the email address at [performance.unicorn@avazu.net](mailto:performance.unicorn@avazu.net) and the email address as set forth below; (2) sent to Customer, then sent to the email address as set forth below.

**Avazu's email address:** [salil@avazu.net](mailto:salil@avazu.net)

**Customer's email address:**

The email address set forth above may be changed from time to time by either party by providing notice to the other in the same manner 48 business hours in advance.

21 Waiver

Failure to invoke any right, condition, or covenant in this Agreement by Avazu shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and Customer may not rely on such failure. No claim or right arising out of the breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of such claim or right unless the waiver or renunciation is in writing signed by Avazu.

22 General

22.1 If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

22.2 Avazu shall own all campaign data obtained as a result of the display of the Advertisement, including click through rates, conversion rates.

22.3 No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.



22.4 The headings in these Terms are inserted for convenience only and do not affect its construction.

Avazu Inc		Customer:	
By:		By:	
Print Name:	Amos Fang	Print Name:	
Title:	Authorized Representative	Title:	
Date:		Date:	

Cairo best ever